

David P. Fleming
Senior Legal Counsel, Gannett Co., Inc.
General Counsel, Gannett Broadcasting



August 12, 2005

VIA OVERNIGHT DELIVERY, E-MAIL AND ECFS

Ms. Nazifa Sawez
Federal Communications Commission
Room 2-A726
445 12th Street, S.W.
Washington, DC 20554

Re: Multimedia Holdings Corporation
KUSA-DT, Denver, Colorado (FAC #23074)
Form 383: FCC File No. BFRCCCT-20050809AAF
Interference Resolution Agreements
FCC Docket 03-15

Dear Ms. Sawez:

Multimedia Holdings Corporation ("Multimedia"), a wholly-owned subsidiary of Gannett Co., Inc., is licensee of broadcast television station KUSA-DT, Denver, Colorado. In connection with KUSA's first round channel election application, KUSA received a letter from the FCC dated June 7, 2005 stating that KUSA's election would result in 34.6% interference to KKTV-DT (Colorado Springs, Colorado) and 35.1% interference to KTSC-DT (Pueblo, Colorado). KUSA has entered into interference resolution agreements with both KKTV and KTSC (attached) whereby both stations accept the projected interference caused by KUSA. KUSA also filed FCC Form 383 on August 9, 2005 with the FCC.

Pursuant to the FCC's *Public Notice* dated August 2, 2005 (DA-05-2233), KUSA hereby responds, on the attached Exhibit A, to the six factors that the Commission requests that licensees address regarding conflict resolution guidelines. Also attached is an engineering study conducted by John F.X. Browne & Associates, P.C. to support such responses.

Neither Multimedia nor any party to this request is subject to denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 853a.

If further information is required, please contact the undersigned.

Sincerely,

A handwritten signature of David P. Fleming in dark ink, written over a light blue horizontal line.

David P. Fleming

Attachments

#72575

EXHIBIT A

1. The amount that the proposal exceeds the .1% interference level:

Pursuant to FCC calculations, KUSA's proposed DTV operations on NTSC Channel 9 would in theory create 34.6% interference to KKTV (Colorado Springs, Colorado) on its proposed and elected DTV operation on Ch.10. The FCC formula also determines that KUSA's operation on NTSC Channel 9 would create 35.1% to KTSC (Pueblo, Colorado) proposed DTV operation on its NTSC Channel 8. These percentages are skewed because of the dramatic population differential of the Denver market (DMA 18) compared to the Colorado Springs/Pueblo market (DMA 92). The Commission's calculation is based on the Longley-Rice algorithm, which does not consider TV Designated Market Areas ("DMA") markets or the accuracy of the predictions of service beyond the radio horizon. Both of these factors are critical to this analysis.

2. The cumulative level of interference that would be received by the affected station:

Based on the current FCC model, KUSA would be the dominant interference contributor to KKTV-DT and KTSC DT after the DTV transition. However, it should be noted the current operations of KKTV, KTSC and KUSA have existing interference that is not dissimilar from what is projected after the DTV transition if the same model is used. Please review the attached engineering study from John F.X. Browne and Associates, P.C. for specific details.

3. The availability of an in-core digital channel that the licensee could use for digital operations in lieu of its NTSC channel:

The Commission has assigned KUSA a DTV allocation of Channel 16. KUSA's has spent more than eight years and a significant amount of funds to attempt to transmit a high powered DTV on its allocated channel (FCC File No. BMPCDT-20000501ADN), but due to an ongoing zoning issue on Lookout Mountain, KUSA has been unable to accomplish this goal. The zoning issue continues to date, preventing KUSA and several other Denver television operators (which have formed an alliance, referred to as the Lake Cedar Group) from proceeding with its planned DTV operation.

Pursuant to FCC approval and due to this Lookout Mountain zoning issue, KUSA currently transmits a low power DTV signal from a temporary location in downtown Denver, separate and apart from its high powered analog facility. This temporary facility cannot be upgraded to high power for a number of technical (RF radiation) and zoning (city code) issues. KUSA's high powered DTV Channel 16 future is tied to the Lake Cedar Group efforts. Currently, KUSA's NTSC facility on Lookout Mountain is zoned by Jefferson County as "legal non-conforming", which permits only equipment and structural replacements and upgrades to Channel 9, but does not permit building modifications necessary to accommodate the higher-powered Channel 16 UHF operation, such as a different or modified antenna, new UHF transmission line, UHF transmitter, and associated facilities, including a much larger cooling system, without triggering further zoning and code issues. If KUSA is required to use Channel 16 as its final channel, and if Lake Cedar Group's efforts are ultimately unsuccessful in acquiring proper zoning approvals, KUSA will be unable to upgrade its current high power facility on Lookout Mountain. KUSA's return to its Channel 9 is critical to providing the solution that has flexibility to these unique factors in the Denver market.

4. Where the interference occurs (e.g. whether it is outside the affected station's DMA):

The interference sighted by the FCC for both KKTV and KTSC is not in their market (Colorado Springs/Pueblo DMA 92). This projected interference clearly exists only in the Denver market (DMA 18), and more specifically, predominantly to metro Denver. In fact, this interference exists today in the existing environment using the FCC's current criteria. Specifically, KKTV's current digital operations on Channel 10 in Colorado Springs and KTSC current Pueblo analog operation on Channel 8 both have existing interference from KUSA

analog within the Denver DMA. This has been the case for many years without any detriment to viewers of any of the stations. Obviously, Denver already has CBS and PBS affiliates to service this market. Realistically, local Denver viewers would not watch an out-of-market PBS station when there is already a PBS affiliate in Denver. Additionally, it is not practical to utilize any typical engineering solution such as lowering power or using a different antenna pattern or beam-tilt when such measures would dramatically impact a significant number of KUSA's own viewers from receiving their local station (KUSA). Please review the attached engineering study from John F.X. Browne, P.C. for specific details.

5. *The number of remaining services to the population in the loss area:*

Assuming the intent of this inquiry concerns a "loss in the market of the affected station(s)", the answer would be no loss of services. There is no impact to KKTV or KTSC digital services in their market, by KUSA's request. The only impact by the interference criteria is in the Denver market, which does not affect KKTV's or KTSC's viewers. As mentioned above, there are already CBS and PBS operations in Denver to serve those viewers.

6. *Any other relevant public interest considerations:*

The central point of public interest is for viewers to receive local information and programming from local stations and their affiliated networks. KUSA's request does nothing to disenfranchise any current KKTV or KTSC viewer from receiving this service. In fact, for viewers in Denver to watch a Colorado Springs/Pueblo station (if possible), it would require them to orient their outdoor antenna almost in the opposite direction necessary to receive any Denver station. This would mean any local EAS/Amber Alert information would be coming from an out-of-market source. This could mean in a critical situation this viewer would not receive information that would be pertinent to their location. As an example, if a serious local weather event is happening in Denver it should not be expected that a Colorado Springs/Pueblo broadcaster would view that as a priority and provide crucial emergency information and safety measures. There are a number of possibilities of critical information that a local broadcaster would provide to their local viewers, but an out-of-market broadcaster would not. This is not in the public interest. The FCC properly requires local broadcasters to provide timely information about events in their respective markets to viewers of such markets. Any interpretation of a DTV election process should not overrule this long standing and vital policy.

In conclusion, the reason that KKTV and KTSC have agreed to KUSA's return to Channel 9 for digital operation at the end of the transition is simple: It does not impact their market (Colorado Springs/Pueblo) or their respective viewers. KKTV, KTSC, and KUSA have spent decades developing their individual markets and providing information and programming to their respective viewers. Both markets have a long history of working together and for the interest of its market viewers. The KUSA DTV election request would do nothing to jeopardize this situation.

KUSA's election of Channel 9 for post-transition operations provides options in case of a Lake Cedar Group impasse. Further, its election has no impact to the Colorado Springs/Pueblo market and it allows viewers to continue to get critical information and other programming from their local broadcast source.



Election of Digital Channel

KUSA-DT

Denver, CO

KUSA has elected its analog Channel 9 for digital service. The FCC has notified KUSA that this election conflicts with elections made by two other stations, KTSC and KKTU which propose to operate on adjacent channels 8 and 10, respectively, in the Colorado Springs market.

KKTU, Channel 10, operates on its assigned digital channel (and, therefore, has priority rights regarding any new interference that might be caused by other stations such as KUSA). KTSC has elected its analog channel, Channel 8, and has no priority over KUSA relative to new interference.

The FCC conflict letter indicates that KUSA operating its digital facility with certified coverage ^{1/} on Channel 9 would cause 34.6% interference to KKTU and 35.1% interference to KTSC.

Analysis of Interference Predictions

Figure 1 and Figure 2 depict the interference caused to the two stations by KUSA. Most of this interference is predicted to occur around the KUSA transmitter site in the Denver metro area, well outside the Colorado Springs DMA. The tables below give a breakdown of the populations affected by county.

^{1/} KUSA "certified-to" the coverage of its 1,000 kW UHF facility on Lookout Mountain post-transition.

**Table 1**

Counties	Int. to KTSC-DT from KUSA-DT	Int. to KKTU-DT from KUSA-DT
Adams	73,309	73,307
Arapahoe	383,942	359,739
Denver	518,994	512,535
Douglas	90,577	82,868
Elbert	338	--
Jefferson	121,495	59,321

Existing Interference

KUSA's existing analog operation is predicted to cause significant interference to KKTU's digital operation on Channel 10. This interference is depicted in Figure 3 clearly shows pre-existing interference to KKTU-DT most of which is around the KUSA-TV Transmitter.

KUSA's existing analog operation is predicted to cause significant interference to KTSC's analog operation on Channel 8. Again, this interference is generally close-in to the KUSA-TV transmitter as shown in Figure 4.

Clearly, as can be shown when comparing the two tables, the predicted interference to the operations of the other stations is not too dissimilar from the predicted levels of existing interference.

Table 2

Counties	Existing Int. to KTSC-TV from KUSA-TV	Existing Int. to KKTU-DT from KUSA-TV
Adams	214,165	36,023
Arapahoe	402,585	158,659
Denver	496,704	300,611
Douglas	109,765	58,617
Elbert	4,660	--
Jefferson	74,566	58,617



Validity of Interference Predictions

The FCC interference prediction model uses the Longley-Rice algorithm and predicts significant interference in the Denver area to the signals of the Colorado Springs stations as discussed above and depicted on the accompanying maps. There is a concern in the industry that the LR model tends to over-predict coverage (and interference), particularly in areas that are beyond the radio horizon ^{2/} where no line-of-sight exists and signal propagation relies on diffraction. Generally speaking, it can be assumed that reliable propagation (and service) beyond the radio horizon is doubtful and should not be assumed for coverage analysis purposes (even though the FCC model might predict such service).

Maps showing the areas within the computed radio horizon for KKTU-DT and KTSC-DT were prepared and are shown as Figure 5, Figure 6, Figure 7 and Figure 8. Clearly, the Denver metro area is beyond the radio horizon and only a few spots in the southern DMA counties indicate line-of-sight conditions. (An argument can be made that if there is no service, then there can be no interference.)

Conclusion

While significant interference is predicted using the FCC models, the interference to the Colorado Springs stations is largely in the Denver DMA Metro; furthermore, whether this interference actually exists is questionable as there likely is no service from the affected stations as the subject areas are well beyond the radio horizon ^{3/}.

^{2/} 1.33 earth radius and 30 ft. receiving antenna height assumed.

^{3/} Some service may exist in the higher elevations of the foothills west of Denver in the absence of the KUSA signal.

B

A handwritten signature in cursive script, reading "John F.X. Browne". The signature is written in black ink and is positioned above a horizontal line.

John F.X. Browne, P.E.
July 14, 2005

Attachments

Interference to KKTU-DT (Ch. 10) from KUSA-DT (Ch. 9)

John F.X. Browne & Associates P.C.

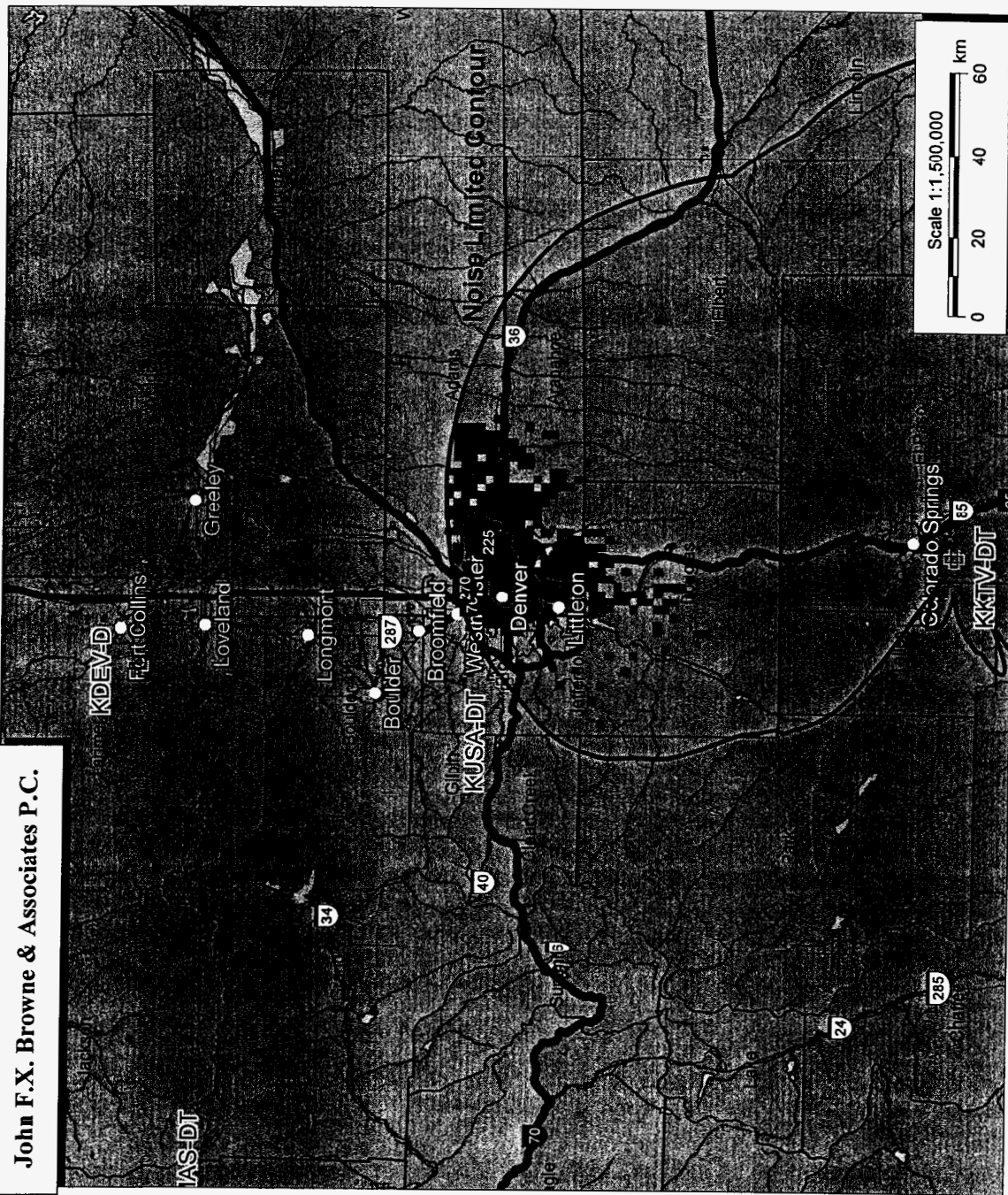


Figure 1

Incoming Interference to KTSC-DT (Ch. 8) from KUSA-DT (Ch. 9)

John F.X. Browne & Associates P.C.

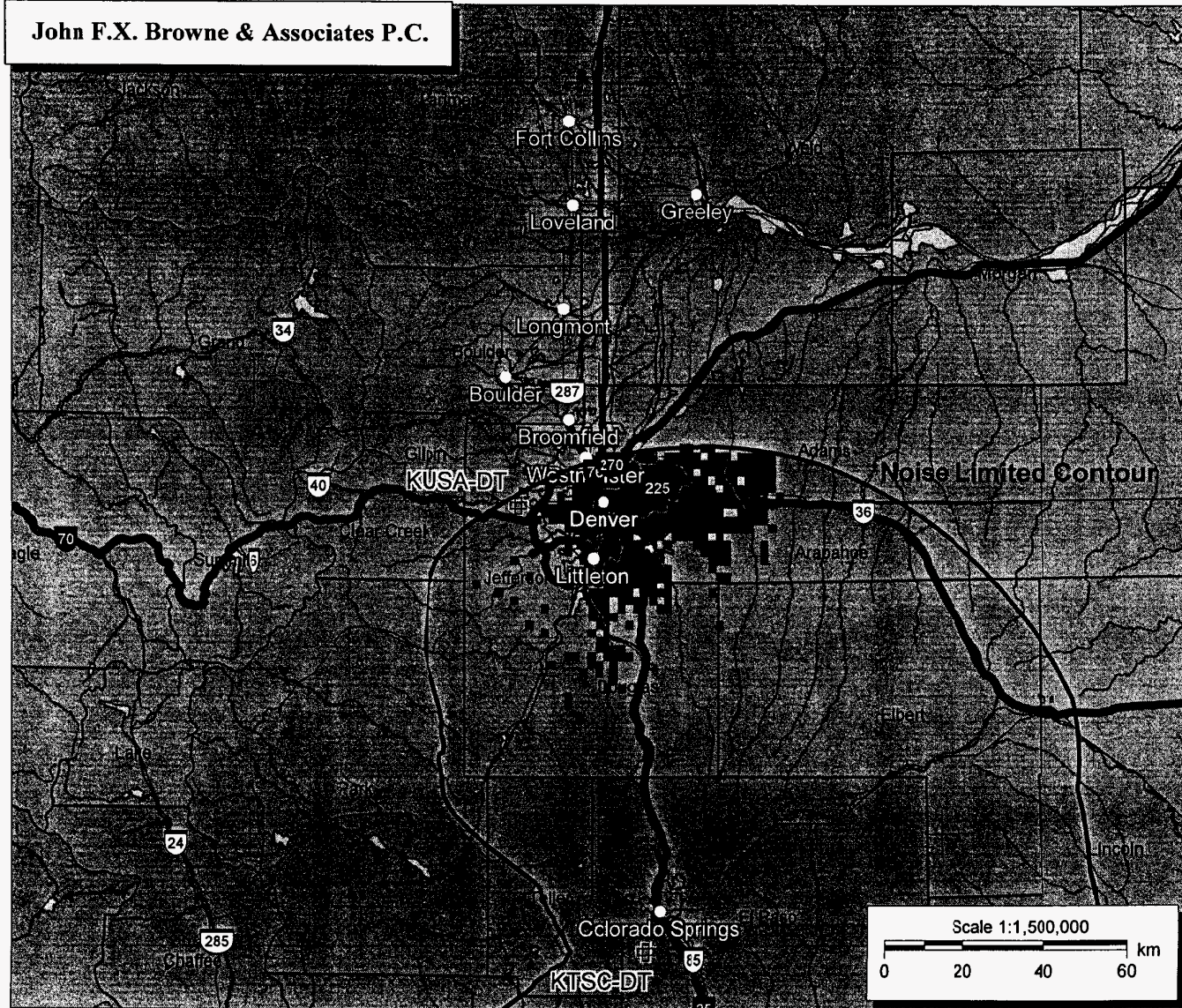


Figure 2

Existing Incoming Interference to KKTV-DT (Ch. 10) from KUSA-TV (Ch. 9)

John F.X. Browne & Associates P.C.

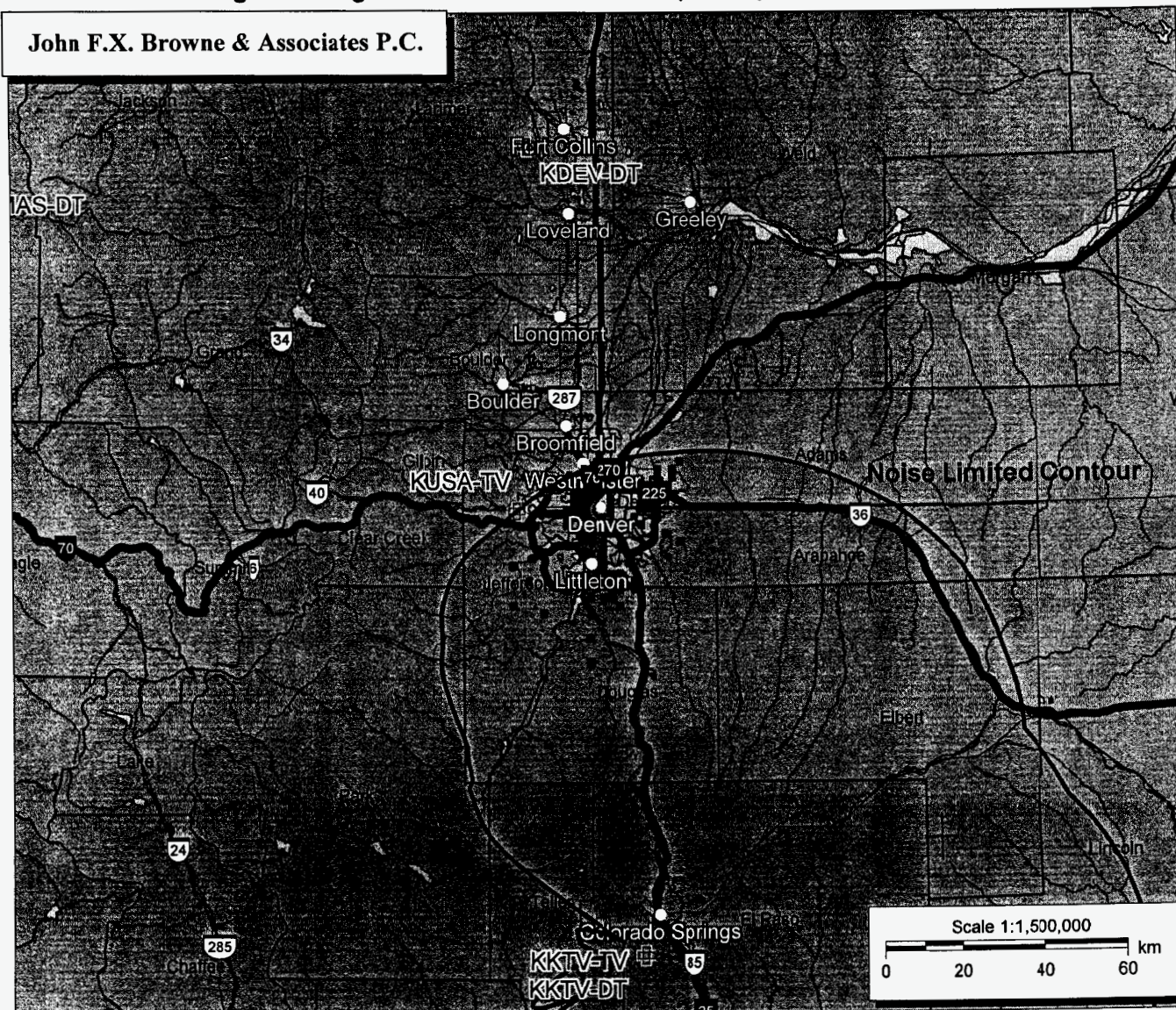
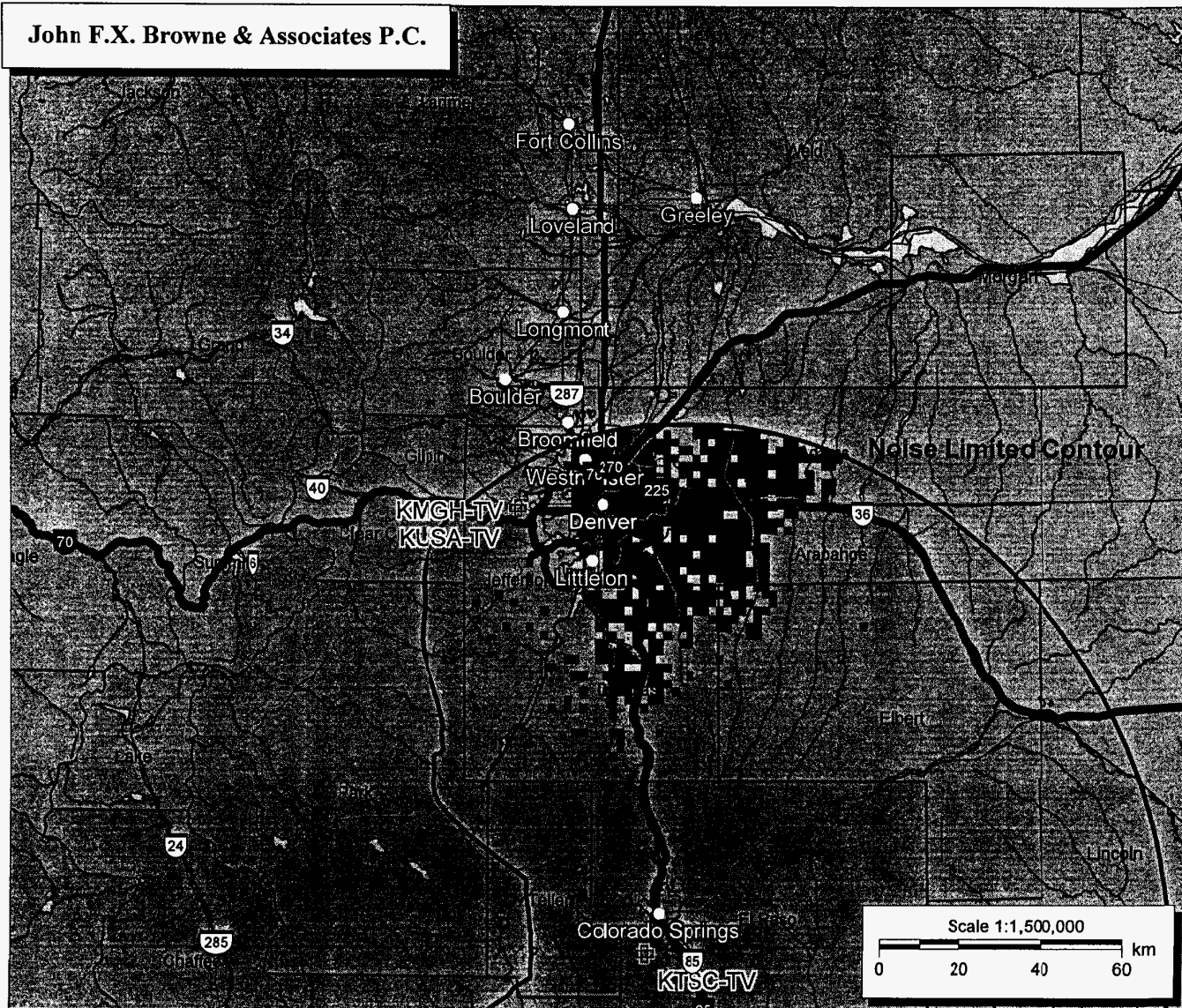


Figure 3

Existing Interference to KTSC-TV (Ch. 8) from KUSA-TV (Ch. 9)

John F.X. Browne & Associates P.C.



Existing Interference from KUSA-TV to KTSC-TV is completely masked by interference from KMGH-TV to KTSC-TV

Figure 4

John F.X. Browne & Associates P.C.

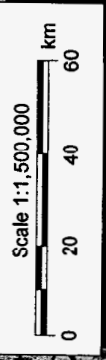


Figure 5

Zoomed KTSC-DT (Ch. 8) LOS / Radio Horizon at Certified HAAT

John F.X. Browne & Associates P.C.

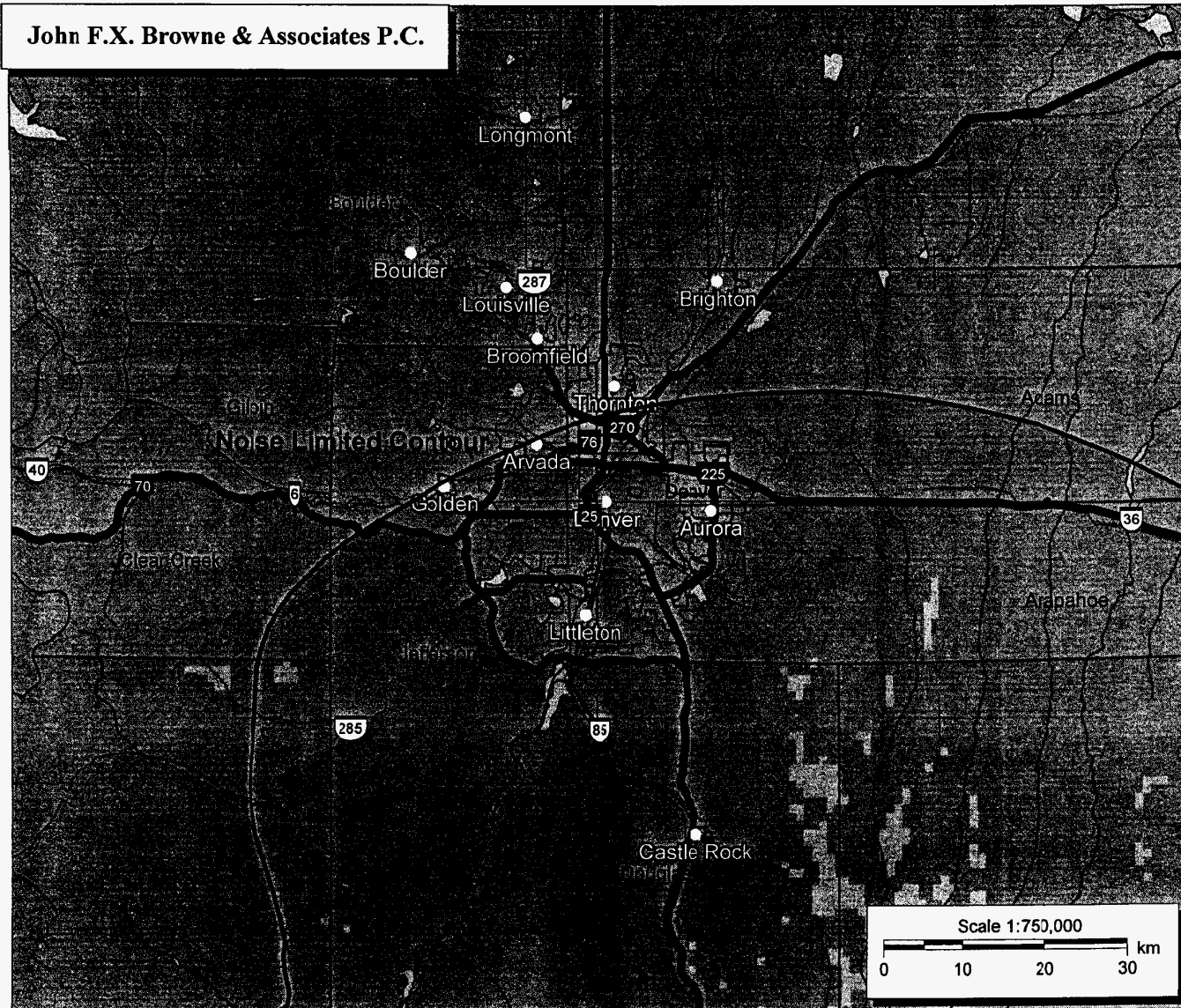


Figure 6

KKTV-DT (Ch. 10) LOS / Radio Horizon at Certified HAAT

John F.X. Browne & Associates P.C.

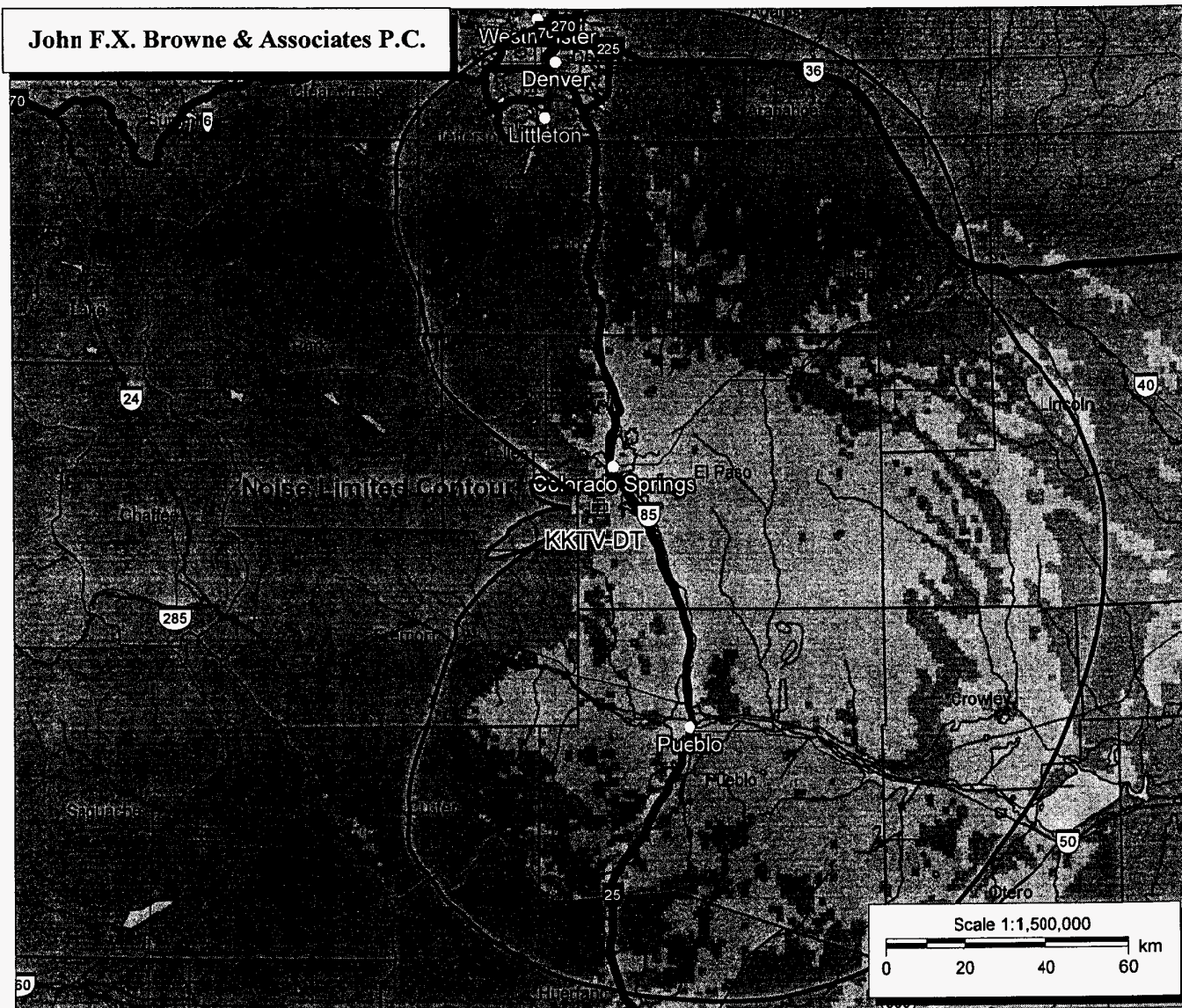


Figure 7

Zoomed KKTV-DT (Ch. 10) LOS / Radio Horizon at Certified HAAT

John F.X. Browne & Associates P.C.

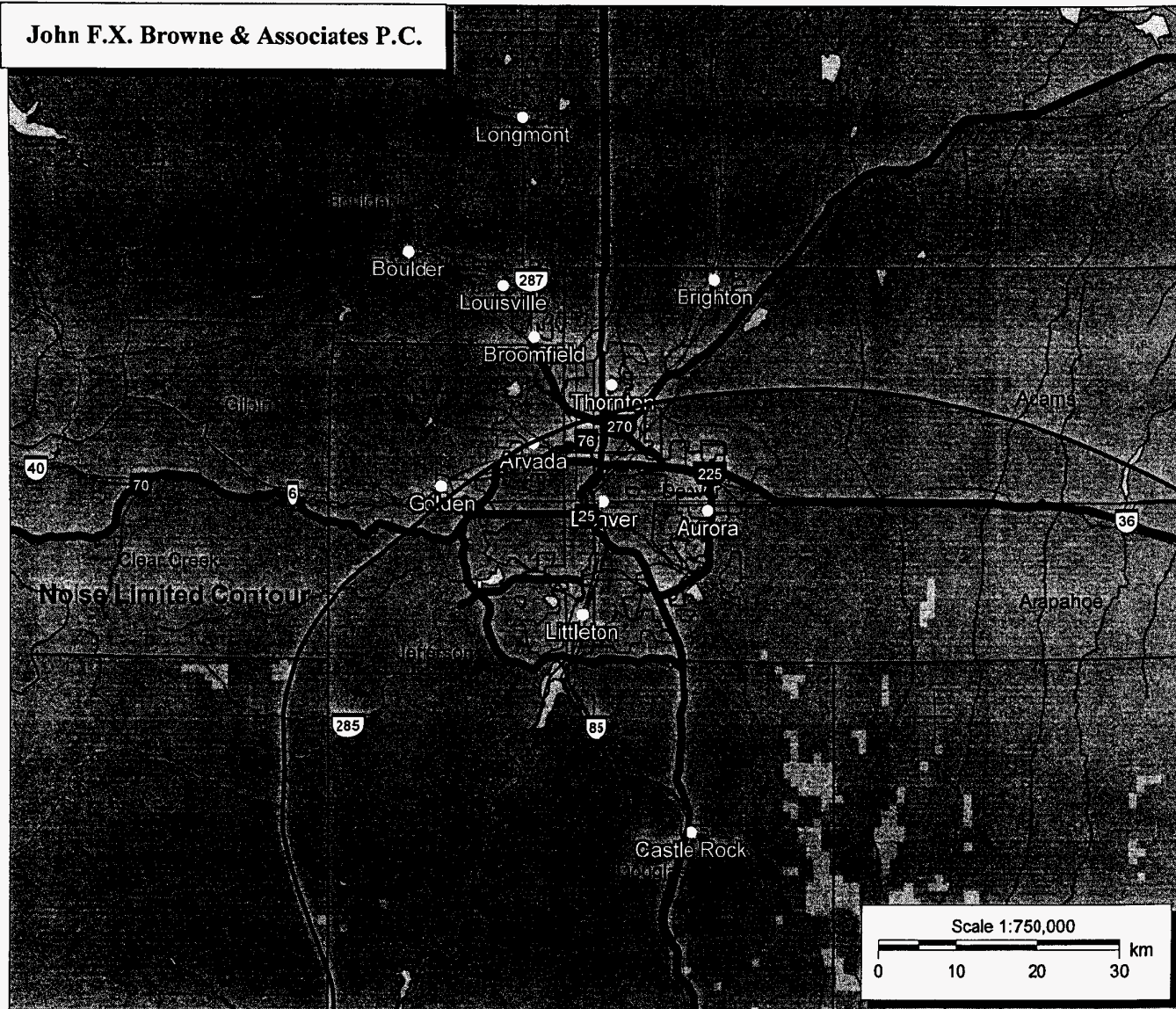


Figure 8

NEGOTIATED CONFLICT RESOLUTION AGREEMENT

This Negotiated Conflict Resolution Agreement ("Agreement") is entered into as of July 18, 2005 by and between Multimedia Holdings Corporation ("MHC"), and Gray Television Licensee, Inc. ("GTL").

1. MHC is the licensee of Station KUSA-TV and KUSA-DT, FCC Facility ID No. 23074, Denver, Colorado, which is authorized by the Federal Communications Commission ("FCC") to operate on NTSC Channel 9 and on digital television ("DTV") Channel 16. In the first round of the FCC's DTV channel election process, KUSA elected its NTSC Channel 9 for post-transition DTV operations.

2. GTL is the licensee of Station KKTU-TV and KKTU-DT, FCC Facility ID No. 35037, Colorado Springs, Colorado, which is authorized by the FCC to operate on NTSC Channel 11 and on DTV Channel 10. In the first round of the FCC's DTV channel election process, KKTU elected its DTV Channel 10 for post-transition DTV operations.

3. KUSA has been notified by the FCC that its proposed digital operation on its elected NTSC Channel 9 would result in 34.6% interference to KKTU's proposed digital operation on its elected DTV Channel 10.

4. Each of the parties wishes to retain its respective first round DTV channel election. Accordingly, in order to resolve their conflict, MHC and GTL hereby agree to accept any interference which would result from KUSA's currently proposed digital operation on NTSC Channel 9 and KKTU currently proposed digital operation on DTV Channel 10.

5. Except for the mutual agreement set forth in Paragraph 4, no consideration is being paid or promised by either party in connection with this Agreement.

6. The parties shall each seek the FCC's approval of this Agreement by submission of an FCC Form 383 ("Digital Channel Election for Television Broadcast Station: First Round Conflict Decision") by August 8, 2005. The parties also agree that they will cooperate with each other to provide the FCC with all other information (including, without limitation, a copy of this Agreement) which the FCC may request in connection with the parties' respective DTV channel elections.

**MULTIMEDIA HOLDINGS
CORPORATION**

By: 

Title:
72407

GRAY TELEVISION LICENSEE, INC.

By: 

Title:

GENERAL MANAGER KKTU

INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT is made as of August 8, 2005 by and between Multimedia Holdings Corporation ("MHC") and Rocky Mountain Public Broadcasting Network, Inc. ("Rocky Mountain").

1. MHC is the licensee of analog television broadcast station KUSA-TV, Channel 9, Denver, Colorado. On February 8, 2005, MHC made a first-round channel election filing with the FCC pursuant to which MHC elected Channel 9 for KUSA-TV's operations after the close of the DTV transition. FCC File No. BFRECT - 20050208ADI.
2. Rocky Mountain is the licensee of analog television broadcast station KTSC(TV), Channel 8, Pueblo, Colorado. On January 31, 2005, Rocky Mountain made a first-round channel election filing with the Federal Communications Commission ("FCC") pursuant to which Rocky Mountain elected Channel 8 for KTSC's operations after the close of the digital television ("DTV") transition. FCC File No. BFREET - 20050131AQE.
3. The FCC has determined that a "conflict" exists with respect to the KUSA-TV's channel election. According to the FCC, KUSA-TV's use of Channel 9 is predicted to cause interference to 35.1% of KTSC's "FCC-defined" service area population for Channel 8, which the parties acknowledge does not reflect KTSC's actual service area population or KTSC's service area population within its assigned DMA.
4. Consistent with the FCC's Second Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television, *Report and Order*, MB Docket No. 03-15 (rel. Sept. 7, 2004), as well as the Public Notice entitled *DTV Channel Election: First Round Conflict Decision Extension and Guidelines for Interference Conflict Analysis* (rel. August 2, 2005), Rocky Mountain hereby agrees that it will accept interference caused by the KUSA-TV operating post-transition on DTV Channel 9 based upon the lesser of: (a) the facilities certified to the FCC in KUSA-TV's Form 381 filing (FCC File No. BCERCT-20041104AFD); or (b) the facilities of KUSA-TV entitled to interference protection as of the applicable maximization/replication deadline, as extended by the FCC.
5. MHC shall reimburse Rocky Mountain's documented and reasonable legal and engineering expenses incurred in negotiating this Agreement, not to exceed One Thousand Dollars (\$1,000).
6. Rocky Mountain's consent is expressly conditioned on MHC accepting a similar level of increased interference to Station KUSA-TV post-transition from any application to maximize at its current authorized facility. Rocky Mountain shall be entitled to submit this Interference Acceptance Agreement with future modification applications for Station KTSC as evidence of MHC's consent to increased interference to Station KUSA-TV from KTSC on Channel 8.
7. MHC shall seek the FCC's approval of this agreement by submission of an FCC Form 383 (Digital Channel Election for Television Broadcast Station: First Round Conflict Decision) by August 15, 2005. The parties also agree that they will cooperate with each other to provide the FCC with all other information (including, without limitation, a copy of this Agreement and other technical data underlying this Agreement) which the FCC may require, provided that MHC shall reimburse Rocky Mountain's reasonable and documented legal and engineering expenses

incurred as a result of its cooperation with MHC or the FCC, provided MHC shall have the right to select or approve any engineering firm to be engaged for any such engineering studies.

8. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is sought. This Agreement shall be binding on the successors, assigns and transferees of KUSA-TV and KTSC. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of Colorado without giving effect to the choice of law provisions thereof.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO INTERFERENCE ACCEPTANCE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

ROCKY MOUNTAIN PUBLIC BROADCASTING NETWORK, INC.

By: Dean R. Ericson
Name: Dean R. Ericson
Title: Chairman, RMPB N

MULTIMEDIA HOLDINGS CORPORATION

By:

[Signature]
Name:
Title: V-P-